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C1563**OIL, GAS AND MINERAL LEASE**THIS AGREEMENT executed and effective as of this 9th day of November 2010 BOSSIER PARISH, LA AND RECORDED by and between

HENRY F. JACOBS, widower of Arlene Jacobs, dealing herein with his sole and separate property, whose mailing address is 3030 Grand Bay Blvd., Unit 332, Longboat Key, FL 34228,

2010 NOV 15 P 2:15

as Lessor (whether one or more), and CHESAPEAKE LOUISIANA, L. P., P. O. Box 18496, Oklahoma City, Oklahoma 73154, as Lessee,

WITNESSETH:

1. Lessor in consideration of One Hundred and No/100 Dollars (\$100.00) and other valuable considerations, of the royalties herein provided, and of the agreement of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purposes of investigating, prospecting, drilling, mining and exploring (including the exclusive right to conduct geophysical/seismic operations and other related activities) for and producing oil, gas and all other minerals, laying pipe lines, building drill sites, access roads, tanks, power stations, telephone lines, and other structures thereon to produce, save, take care of, treat, transport and own said products and for dredging and maintaining canals, constructing roads and bridges, and building houses for its employees, and, in general, for all appliances, structures, equipment, servitudes and privileges which may be necessary, useful or convenient to or in connection with any such operations conducted by Lessee thereon, or on any lands pooled therewith, the following described land in Bossier Parish, Louisiana, to-wit:

SEE "EXHIBIT A" ATTACHED HERETO AND MADE A PART HEREOF FOR ADDITIONAL PROVISIONS

TOWNSHIP 15 NORTH, RANGE 10 WEST

SECTION 6 : 35.00 acres, more or less, being more particularly described in that certain Judgment of Possession dated July 14, 2004, of Gertrude H. Morris to M. Phyllis Morris, et al, as recorded in Conveyance Book 1314, Page 353 of the Deed Records of Bossier Parish, Louisiana.

This lease shall also extend and apply to any interest in the lands described herein which Lessor may hereafter acquire, including, but not limited to, outstanding mineral rights acquired by reversion, prescription or otherwise.

This lease also covers and includes any other land owned by the Lessor in the above mentioned Section or Sections, all property acquired by prescription and all accretion or alluvion attaching to or forming a part of said land; as well as any interest in any streets, alleys, lanes, roads, streams, bayous, railroads, ditches, canals or other rights-of-way, public, private or abandoned, adjoining or traversing the lands described herein, whether or not specifically described or not. Whether or not any reduction in payment shall have previously been made, this lease, without further evidence thereof, shall immediately attach to and affect any and all rights, titles, and interest in the above described land, including reversionary mineral rights, hereafter acquired by or inuring to Lessor and Lessor's successors and assigns.

For the purposes hereof, the land described herein is estimated to comprise 35.00 acres, whether it actually comprises more or less.

2. Subject to the other provisions herein contained, this lease shall be for a period of three (3) years from this date (called "primary term") and as long thereafter as (1) oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith; or (2) it is maintained in force in any other manner herein provided.

3. For the consideration herein above recited, this lease shall remain in full force and effect during the primary term, without any additional payment and without Lessee being required to conduct any operations on the land (either before or after the discovery of minerals), except to drill such wells as might be necessary to protect the land from drainage, as hereinafter provided.

4. The royalties to be paid by Lessee are: (a) on oil, and other hydrocarbons which are produced at the well in liquid form by ordinary production methods, 1/4th of that produced and saved from said land, same to be delivered at the wells or to the credit of Lessor in the pipe line to which the wells may be connected; Lessor's interest in either case to bear its proportion of any expenses for treating the oil to make it marketable as crude; Lessee may from time to time purchase any royalty oil or other liquid hydrocarbons in its possession, paying the market price therefor prevailing for the field where produced on the date of purchase; (b) on gas, including casinghead gas, or other gaseous substance produced from said land and sold or used off the premises or for the extraction of gasoline or other products therefrom, the market value at the well of 1/4th of the gas so sold or used, provided that on gas sold at the wells the royalty shall be 1/4th of the amount realized from such sale, such gas, casinghead gas, residue gas, or gas of any other nature or description whatsoever, as may be disposed of for no consideration to Lessee, either through unavoidable waste or leakage, or in order to recover oil or other liquid hydrocarbons, or returned to the ground, shall not be deemed to have been sold or used either on or off the premises within the meaning of this paragraph; (c) on all other minerals mined and marketed, 1/4th, either in kind or value at the well or mine, at Lessee's election, except that on sulphur the royalty shall be one dollar (\$1.00) per long ton.

5. If Lessee during or after the primary term should drill or operate a well capable of producing gas or gaseous substances in paying quantities, on the lands described above or on lands pooled therewith and should Lessee be unable to produce said well because of lack of market or marketing facilities or governmental restrictions, then Lessee's rights may be maintained beyond or after the primary term without production of minerals or further drilling operations by paying Lessor as royalty One and No/100 Dollars (\$1.00/acre) per acre per year, the first payment being due, if said well should be completed or shut-in after the primary term, within ninety (90) days after the completion of such well or the cessation of production and such payment will extend Lessee's rights for one year from the date of such completion or cessation. If such a well should be completed during the primary term, the first payment, if made by Lessee, shall be due on or before the expiration date of the primary term herein fixed. Thereafter, Lessee's rights may be continued from year to year by making annual payments in the amount stated on or before the anniversary date of the completion or the shut-in of said well (if completed or shut-in after the primary term), or the end of the primary term (if completed prior thereto), as the case may be; each of such payments to extend Lessee's rights for one year. It is provided, however, that in no event shall Lessee's rights be so extended by annual payments herein fixed without drilling operations or the production of oil, gas or some other mineral for more than five (5) years beyond the end of the primary term hereinabove fixed. The annual payments herein provided for may be deposited to Lessor's Credit in the Pay Direct to Lessor at Address Above which bank shall be and remain Lessor's agent for such purpose regardless of any change or changes in the ownership of the land or mineral rights therein. The owners of the royalty as of the date of such payments shall be entitled thereto in proportion to their ownership of said royalty. The provisions of this paragraph shall be recurring at all times during the life of this lease. Should any well producing gas or gaseous substances be completed or shut-in on a drilling or operating unit which includes any part of the land herein leased, the provisions of this paragraph shall be subject to all other agreements herein contained allowing the pooling of the above described lands with other lands.

6. If within ninety (90) days prior to the end of the primary term, Lessee should complete or abandon a dry hole or holes on the land described above or on land pooled therewith, without having previously drilled a well which then produced in paying quantities, or if production previously secured should cease from any cause within this ninety (90) day period, this lease shall continue in force and effect for ninety (90) days from such completion or abandonment or cessation of production. If at the expiration of the primary term or at the expiration of the ninety (90) day period provided for in the preceding sentence, oil, gas, sulphur or other mineral is not being produced on said land or on land pooled therewith, but Lessee is then engaged in operations for drilling or reworking thereon, or if production previously secured should cease from any cause after the expiration of the primary term this lease shall remain in force so long thereafter as Lessee either (a) is engaged in operations for drilling or reworking with no cessation between operations or between such cessation of production

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and additional operations of more than ninety (90) consecutive days; or (b) is producing oil, gas, sulphur or other mineral from said land hereunder or from land pooled therewith. If sulphur be encountered on said premises or on land pooled therewith, this lease shall continue in force and effect so long as Lessee is engaged with due diligence in explorations for and/or erecting a plant for the production of sulphur and thereafter subject to the foregoing provisions hereof so long as oil, gas, sulphur or other mineral is produced from said land hereunder or from land pooled therewith.

7. Lessee is hereby granted the right as to all or any part of the land described herein, without Lessor's joinder, at any time and from time to time, to combine, pool or unitize the land, royalty, or mineral interests covered by this lease, or any portion thereof, with any other land, lease or leases, royalty or mineral interests in or under any other tract or tracts of land in the vicinity thereof, whether owned by Lessee or some other person or corporation so as to create, by the combination of such lands and leases, one or more operating units, provided that no one operating unit shall, in the case of gas, including condensate, embrace more than six hundred forty (640) acres [except in the event of a horizontal oil or gas completion, in which event such unit may embrace as much as one thousand nine hundred twenty (1920) acres], and in the case of oil, including casinghead gas, (other than a horizontal oil or gas completion) embrace more than forty (40) acres; and provided further, however, that if any spacing or other rules and regulations of the State or Federal Commission, Agency, or regulatory body having or claiming jurisdiction has heretofore or shall at any time hereafter permit or prescribe a drilling or operating unit or spacing rule in the case of gas, including condensate greater than six hundred forty (640) acres, [or, in the case of a horizontal oil or gas completion, greater than one thousand nine hundred twenty (1920) acres], or in the case of oil or casinghead gas which is not a horizontal oil or gas completion, greater than forty (40) acres, then the unit or units herein contemplated may have, or may be redesigned so as to have, as the case may be, the same surface content as, but not more than the unit or the acreage in the spacing rule so permitted or prescribed. The term "horizontal completion" means an oil or gas well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. However, it is further specifically understood and agreed, anything herein to the contrary notwithstanding, that the Lessee shall have the right to, and the benefit of an acreage tolerance of ten percent in excess of any drilling or operating unit authorized herein. The commencement of a well, or the completion of a well to production of either oil, gas, casinghead gas, condensate, or other minerals on any portion of an operating unit in which all or any part of the land described herein is embraced, or production of oil, gas, casinghead gas, condensate, or other minerals therefrom shall have the same effect under the terms of this lease as if a well were commenced, completed or producing oil, gas, casinghead gas, condensate, or other minerals in paying quantities on the land embraced by this lease. Lessee shall execute in writing and file for record in the records of the Parish in which the lands herein leased are located, an instrument identifying or describing the pooled acreage, or an instrument, supplemental thereto re-designating same, as the case may be. Any unit formed by Lessee hereunder may be created either prior to or during or after the drilling of the well, which is then or thereafter becomes the unit well. The failure of the leasehold title (in whole or in part) to any tract or interest therein included in a pooled unit shall not affect the validity of said unit as to the tracts or interests not subject to such failure. Either prior to the securing of production from any unit created under the authority hereinabove granted, or after cessation of production therefrom, Lessee shall have the right to dissolve the unit so created, without Lessor's joinder or further consent, by executing in writing and placing of record in the Parish or Parishes in which the lands making up such unit may be located, an instrument identifying and dissolving such unit. The provisions hereof shall be construed as a covenant running with the land and shall inure to the benefit of and be binding upon the parties hereto, their heirs, representatives, successors and assigns. In the event such operating unit or units is/are so created by Lessee, Lessor shall receive out of production or the proceeds from production from such operating unit or units or out of the shut-in royalty provided for above, subject to the provisions of Paragraph 8, such portion of the royalty specified herein as the number of acres (mineral acres) out of this lease placed in any such operating unit or units bears to the total number of acres included in such operating unit or units.

8. If Lessor owns a less interest in the above described land than the entire mineral estate therein, then the royalties herein provided shall be paid to Lessor only in the proportion which Lessor's interest bears to the whole mineral estate.

9. Lessee shall have the exclusive right to explore the land herein described by geological, geophysical or other methods, whether similar to those herein specified or not and whether now known or not, including the drilling of holes, use of torsion balance, seismograph explosions, magnetometer, or other geophysical or geological instruments, tests or procedures, for the purpose of securing geological and geophysical information. All information obtained by Lessee as a result of such activity shall be the exclusive property of Lessee, and Lessee may disseminate or sell such information without Lessor's consent. In exploring for, developing, producing and marketing oil, gas and other substances covered hereby on the leased premises or lands pooled or unitized therewith, in primary and/or enhanced recovery, Lessee shall have the right of ingress and egress along with the right to conduct such operations on the leased premises, or on any adjoining lands, as may be reasonable necessary for such purpose, including but not limited to the drilling of wells, construction and use of roads, canals, pipelines, tanks, water wells, disposal wells, injection wells, pits, electric and telephone lines, power stations, and other facilities deemed necessary by Lessee to discover, produce, store, treat and/or transport oil, gas and other substances. Lessee shall have free use of oil, gas, casinghead gas, condensate, and water from said land, except water from Lessor's wells, for all operations hereunder, including repressuring, pressure maintenance and recycling, and the royalty shall be computed after deducting any so used. Lessee shall have the right at any time during or after the expiration of this lease to remove all property and fixtures placed by Lessee on said land, including the right to draw and remove all casing. When required by Lessor, Lessee will bury all pipe lines below ordinary plow depth, and no well shall be drilled within two hundred feet of any residence or barn now on said land without Lessor's consent. In the event a well or wells, producing oil, gas, casinghead gas or condensate in paying quantities should be brought in on adjacent lands not owned by the Lessor and within one hundred fifty feet of and draining the leased premises, Lessee agrees to drill such offset well or wells as a reasonably prudent operator would drill under the same or similar circumstances.

10. The rights of either party hereunder may be assigned in whole or in part and the provisions hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change or division in ownership of the land, rentals, or royalties, however accomplished shall operate to enlarge the obligations or diminish the rights of Lessee. No such change or division in the ownership of the land, rentals or royalties shall be binding upon Lessee for any purpose until such person acquiring any interest has furnished Lessee, at its principal place of business, with a certified copy of the instrument or instruments, constituting his chain of title from the original Lessor. In the event of an assignment of this lease as to a segregated portion of said land, or as to an undivided interest therein, the rentals payable hereunder shall be apportioned as between the several leasehold owners ratably according to the surface area of each, or according to the undivided interest of each, and default in rental payment by one shall not affect the rights of other leasehold owners hereunder. An assignment of this lease, in whole or in part, shall, to the extent of such assignment, relieve and discharge Lessee of any obligations hereunder and, if Lessee or assignee of part or parts hereof shall fail or make default in the payment of the proportionate part of the rentals due from such Lessee, or assignee, or fail to comply with any other provisions of the lease, such default shall not affect this lease insofar as it covers a part of said lands upon which Lessee or any assignee thereof shall make payment of said rentals.

11. In case of suit, adverse claim, dispute or question as to the ownership of the rentals or royalties (or some part thereof) payable under this lease, Lessee shall not be held in default in payment of such rentals or royalties (or the part thereof in dispute), until such suit, claim, dispute or question has been finally disposed of, and Lessee shall have thirty (30) days after being furnished with a certified copy of the instrument or instruments disposing of such suit, claim or dispute, or after being furnished with proof sufficient, in Lessee's opinion, to settle such question, within which to make payment. Should the right or interest of Lessee hereunder be disputed by Lessor, or any other person, the time covered by the pendency of such dispute shall not be counted against Lessee either as affecting the term of the lease or for any other purpose, and Lessee may suspend all payments without interest until there is a final adjudication or other determination of such dispute.

12. In case of cancellation or termination of this lease from any cause, Lessee shall have the right to retain, under the terms hereof, around each well producing, being worked on, or drilling hereunder, the number of acres in the form allocated to each such well under spacing and proration rules issued by the Commissioner of Conservation of the State of Louisiana, or any other State or Federal authority having control of such matters; or, in the absence of such rulings, forty (40) acres around each such well in as near a square or rectangular form as practicable, and in the event Lessor considers that operations are not being conducted in compliance with this contract, Lessee shall be notified in writing of the facts relied upon as constituting a breach hereof and Lessee shall have sixty (60) days after receipt of such notice to comply with the obligations imposed by virtue of this instrument.

13. When drilling, reworking, production or other operations are delayed or interrupted by force majeure, that is, by storm,

flood or other acts of God, fire, war, rebellion, insurrection, riot, strikes, differences with workmen, or failure of carriers to transport or furnish facilities for transportation, or as a result of some law, order, ordinance, rule, regulation, requisition or necessity of the government, federal, state or municipal, or as a result of any cause whatsoever beyond the control of the Lessee, the time of such delay or interruption shall not be counted against Lessee, anything in this lease to the contrary notwithstanding, but this lease shall be extended for a period of time equal to that during which Lessee is so prevented from conducting such drilling or reworking operations on, or producing oil, gas, casinghead gas, condensate or other minerals from, the premises; provided that during any period that this lease is continued in force after its primary term solely by force majeure as herein provided, Lessee shall pay to the owners of the royalty hereunder the shut-in royalty provided in paragraph 5 hereof, and in the manner therein provided, without regard to whether or not there is a producing well shut in, located on said land or on land with which the lease premises or any part thereof has been pooled.

14. It is expressly understood and agreed that the premises leased herein shall, for all the purposes of this lease, be considered and treated as owned in indivision by the Lessor and shall be developed and operated as one lease, and there shall be no obligation on the part of Lessee to offset wells on separate tracts into which the land covered by this lease may be now or hereafter divided by sale, or otherwise, or to furnish separate measuring, or receiving tanks, and all rentals, royalties and other payments accruing hereunder shall be treated as an entirety and shall be divided among and paid to Lessor in the proportion that the acreage (mineral rights) owned by each bears to the entire leased acreage. Lessee may at any time or times pay or tender all sums accruing hereunder to the joint credit of Lessor.

15. Notwithstanding the death of any party Lessor, or his successor in interest, the payment of tender of all sums accruing hereunder in the manner provided above shall be binding on the heirs, executors and administrators of such person.

16. Lessor hereby warrants and agrees to defend the title to the lands herein described, and agrees that the Lessee at its option shall have the right to redeem for Lessor, by payment, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by Lessor, and be subrogated to the rights of the holder thereof. In case of payment of any such mortgage, taxes or other liens by Lessee, in addition to the right of subrogation herein granted, Lessee shall also have the right to retain any royalties which become due Lessor hereunder and to repay itself therefrom, and the retention of such royalties by Lessee shall have the same effect as if paid to the Lessor in whose behalf payment of any mortgage, taxes or other liens was made. In the event the leased lands are encumbered by a mortgage, then prior to the payment of any royalties due hereunder, Lessor agrees to obtain a subordination of mortgage, at Lessor's expense, in a form acceptable to Lessee.

17. Lessee shall pay for actual damages caused by its operations to growing crops and timber on said land leased herein. Lessor specifically agrees that the obligations and liabilities of the Lessee and its successors and assigns for reclamation, restoration, repair or maintenance of the surface or subsurface of the leased premises shall never exceed the fair market value (determined as of the effective date hereof) of the lands covered by this lease, or the portion thereof, for which such reclamation, restoration, repair or maintenance is required.

18. In the event that this Lessor, during the primary term of this lease, receives a bona fide offer which Lessor is willing to accept from any party offering to purchase from Lessor a lease covering any or all of the substances covered by this lease and covering all or a portion of the land described herein, with the lease becoming effective upon expiration of this lease, Lessor hereby agrees to notify Lessee in writing of said offer immediately, including in the notice the name and address of the offeror, the price offered, and all other pertinent terms and conditions of the offer. Lessee, for a period fifteen days after receipt of the notice, shall have the prior and preferred right and option to purchase the lease or part thereof or interested therein, covered by the offer at the price and according to the terms and conditions specified in the offer.

19. This lease shall be binding upon all who execute it, whether or not named in the body hereof as Lessor, and without regard to whether this same instrument, or any copy thereof, shall be executed by any other Lessor named above.

20. For the same consideration recited above, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land not covered hereby and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

DISCLAIMER OF REPRESENTATIONS: Lessor acknowledges that oil and gas lease payments, including but not limited to bonus and royalty, are market sensitive and may vary depending on multiple factors and that this Lease is the product of good faith negotiations. Lessor understands that these lease payments and terms are final and that Lessor entered into this lease without duress or undue influence. Lessor recognizes that lease values could go up or down depending on market conditions. Lessor acknowledges that no representations or assurances were made in the negotiation of this lease that Lessor would get the highest price or different terms depending on future market conditions. Neither party to this lease will seek to alter the terms of this transaction based upon any differing terms which Lessee has or may negotiate with any other lessors/oil and gas owners.

IN WITNESS WHEREOF, this instrument is executed effective as of the date first above written.

WITNESSES:

Sign name:

Print name:

TYLER CLAYTON

HENRY F. JACOBS

5391
SS no. or Tax ID No.

Sign name:

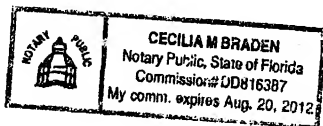
Print name:

Samantha De Giovanni

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

On this 9 day of November, 2010 before me personally appeared HENRY F. JACOBS, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.



Cecilia M. Braden
NOTARY PUBLIC in and for Sarasota County,
State of Florida

EXHIBIT "A"

ATTACHED TO AND MADE A PART OF THAT CERTAIN OIL, GAS AND MINERAL LEASE DATED NOVEMBER 9, 2010, BETWEEN HENRY F. JACOBS, AS LESSOR, AND CHESAPEAKE LOUISIANA, L.P., AS LESSEE.

These special provisions are included in and made a part of the Lease. To the extent of conflict or disagreement by and between the provisions included on this Exhibit A and the printed form of the Lease, these Exhibit A provisions shall supersede and control and the Lease shall be interpreted so as to give full effect to the provisions included on this Exhibit A.

1. Section 4 of the Lease is hereby deleted and replaced with the following.

The royalties to be paid by Lessee to Lessor are as follows:

- a. One-Fourth (1/4) of such oil and other liquid hydrocarbons that are produced and saved from the Leased Premises.
- b. One-Fourth (1/4) of the market value at the mouth of the well of the gas sold or used by Lessee in operations not connected with the land leased.
- c. One-Fourth (1/4) of the market value at the plant of all products extracted or processed and One-Fourth (1/4) of the market value at the plant of all residue gas where gas from the Leased Premises is processed as follows: (1) by Lessee itself or through an affiliated company, (2) by any other party in a plant or process in or adjacent to the field from which production is obtained, or (3) through arrangement on a royalty basis by Lessee with any other party in a plant or process not in or adjacent to the field, and in this last event, Lessor shall be paid only Lessor's proportionate share of said royalty paid to Lessee.
- d. One-Fourth (1/4) of the market value at the Leased Premises of all other minerals that are produced and saved hereunder.

Oil royalties shall be delivered to Lessor free of expense, at Lessor's option, in tanks furnished by Lessor at the well or to Lessor's credit in any pipeline connected therewith. In the event Lessor does not furnish tanks for such royalty oil and no pipeline is connected with well, the Lessee shall sell Lessor's royalty oil at the best market price obtainable and pay Lessor the price received therefor.

The term "market value" of gas as used in subsection (b) and (c) shall be defined to mean the price received by Lessee, including any premiums or allowances, under any gas purchase contract negotiated by Lessee with an unaffiliated and unrelated entity in good faith and at arm's length on terms, conditions and price which are fair and reasonable at the time and in the circumstances existing when such contract or any amendment thereto is negotiated; provided, that should Lessee be compelled by any law or state or federal regulatory body to accept a price less than that provided for in any gas purchase contract entered into in good faith by Lessee, such lesser figure shall constitute market value for purposes of these subsections. If gas is used on or off the Leased Premises prior to committing same to a gas purchase contract, or should gas be sold by Lessee to an affiliated or related entity or in a transaction that is not negotiated at arm's length, royalties on gas, including casinghead gas, shall be One-Fourth (1/4) of the market value at the mouth of the well of the gas so used, and, in this case, market value shall be deemed to be the best price obtainable from time to time in the field or area where the gas is produced.

Each and all of the royalties hereinabove described shall be computed without any deduction or charge by Lessee for any cost or expense whatsoever for production, transportation, delivery, processing, marketing, storing, compressing, dehydrating, treating, or any other purpose (including fuel charges, depreciation and shrinkage).

In the event of production, Lessee shall render unto Lessor monthly detailed reports (by statements provided with monthly royalty payments or by separate statements) adequate in form and content to permit Lessor to verify that the volumes of monthly production in respect of which royalty payments are being made to Lessor are identical to the volumes of monthly production reported by Lessee to the Louisiana Office of Conservation on official forms provided by that office, and to permit Lessor also to verify the value or price at which such royalties are calculated. Lessee shall at all times fully cooperate with Lessor in furnishing information satisfactory to Lessor and to Lessor's accountants, which will enable Lessor to determine (a) that royalties are being timely and properly paid on all volumes of oil and gas produced, whether sold by Lessee at wellhead or whether taken or used by Lessee off the leased premises; (b) the price or value at which such royalties are being calculated; and (c) all deductions which are charged against Lessor's royalty, with data to support all prices and deductions.

2. In the event a portion or portions of the land described in this Lease are pooled or unitized with other land, lease or leases, so as to form a pooled unit or units, production of oil or gas from such unit or units, or payments of shut-in gas royalties on a well or wells drilled on such unit or units, shall maintain this Lease in effect only as to the portion or portions of the land described in this Lease which are included in such unit or units, whether or not the well is drilled on or off the leased premises. As to any portion or portions of the land not included in a pooled unit or units, this Lease shall terminate at the end of the primary term; provided, however, if Lessee is then engaged in the actual drilling of a well on the leased premises or lands pooled therewith, this Lease shall continue in force as to all lands and it shall not terminate as to any land as long as Lessee prosecutes drilling operations with due diligence on said well, and only upon reaching the total depth in such well shall the effects of this provision become applicable.

3. Lessee, its heirs and assigns shall be liable for, and shall exonerate, indemnify and defend Lessor and its successors in title, and all surface owners and surface renters of lands to which this oil, gas and mineral lease pertains, against any and all claims, losses, damages and costs, including response cost, arising from any acts or omissions pertaining to activities or operations of Lessee, its employees, representatives, agents, invitees, guests or contractors, and any and all expenses connected therewith including, without limitation, attorney's fees. Such liability, exoneration and indemnification shall, without limitation, (1) cover bodily injury, death, damage to property or natural resources, and compliance with all legal obligations (including, without limitation, any governmental order, directive or demand to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize any pollutants or to conduct any corrective action and to undertake any response, removal or remedial activity, and to pay the costs thereof) arising from any presence, treatment, storage, disposal, dispersal, discharge, release or escape of hydrocarbons, chlorides, gas vapors or other irritants, or contaminant, pollutants, hazardous material, hazardous substance or waste, chemical waste, or any other toxic substance, or oil or gas or fractions thereof, even if not considered hydrocarbons, and any spillage therefrom, and (2) be deemed a continuing liability and obligation to exonerate and indemnify, without limitation of duration, that shall survive the expiration or termination of this Lease and of the activities and operations of Lessee, and shall apply after discovery of conditions and matters caused by Lessee's operations.

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4. This Lease may be assigned or sublet in whole or in part by Lessee, but no assignment or sublease shall relieve the named Lessee from performance of covenants and conditions imposed upon Lessee hereunder as to the leased premises or portion thereof transferred. In the event of such assignment, all covenants and conditions imposed upon Lessee shall be assumed by assignee(s). Lessee shall furnish Lessor a certified copy of any assignment, or similar transfer agreement, transferring Lessee's interest, or a portion thereof, within thirty (30) days of said transfer.

5. At the end of the primary term, this lease shall terminate and be of no further force and effect as to all depths lying 100 feet below the stratigraphic equivalent of the base of the deepest interval in which any well is producing on the leased premises or on lands pooled therewith; provided, however, if Lessee is then engaged in the actual drilling of a well on the leased premises or lands pooled therewith, this Lease shall continue in force as to all depths and it shall not terminate as to any depth as long as Lessee prosecutes drilling operations with due diligence on said well, and only upon reaching the total depth is such well shall the effects of this provision become applicable.

Further on the 12th year anniversary of this Lease and each successive 12th year anniversary, this Lease shall terminate and have no force and effect as to all depths lying greater than 100 feet below the deepest interval then producing on the leased premises or lands pooled therewith as determined by the completion and production reports filed in good faith with the appropriate state or other regulatory authority.

6. Notwithstanding anything to the contrary contained herein, it is expressly agreed and understood that after the primary term, this Lease cannot be maintained in force solely by the payment of shut-in gas well royalty for any one period in excess of two (2) consecutive years.

7. This Lease is given without warranty of any kind, even as to the return of the bonus given herein.

8. It is intended that this Lease cover only oil and gas or other minerals necessarily produced with them and, accordingly, notwithstanding anything contained herein to the contrary, wherever the terms "oil, gas and all other minerals," "oil, gas or other minerals," "oil, gas, sulphur or other minerals," are used, the following terms shall be substituted therefor: ... oil, gas and any other liquid or gaseous minerals in solution and produced with oil and gas ... and all references to sulphur or other such minerals shall be deleted.

9. In the event Lessee elects to use gas in the manufacture of gasoline or other petroleum products, Lessee agrees that the royalty payable to Lessor for such products and the residue gas shall not be less than the royalty payment Lessor would have received had the gas been sold at the wellhead without processing.

10. Lessor's royalty shall be free from any and all costs. Without limiting the foregoing, Lessee shall make no deduction for the cost of producing or transporting production, including, but not limited to, costs of gathering, transporting, marketing, compressing or other costs.

11. Where gas from a well producing gas only is not sold or used because of no market or demand therefore, this Lease shall nevertheless continue in effect for a period of sixty (60) days after cessation of production. If on or before the expiration of the sixty (60) day period, production or operations sufficient to maintain this Lease have not been resumed, Lessee may maintain this Lease for up to eight (8) three-month periods by paying as royalty \$10.00 per acre, per year, payable in quarterly installments and, upon such payment, it will be considered that gas is being produced within the meaning of Article 2 of this contract.

12. Notwithstanding any provision in the Lease to the contrary, this Lease and the rights provided unto Lessee shall apply only to lands as specifically described herein. Lessee shall not be entitled and is expressly precluded from using any additional or adjoining property of Lessor. However, Lessor shall execute any additional instruments reasonably necessary so as to correctly describe the property which is the subject hereof.

13. The terms, conditions and provisions of this agreement shall extend to and be binding upon heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

14. Lessee hereby agrees to furnish to Lessor a copy of any title opinion rendered, chain sheets, core analysis, logs, or portions thereof, insofar as same examines title of the above described lands, and any plat of survey of all or any part of said lands, including any plat of survey of the entire unit in which any of the leased premises is situated, which information shall be furnished to Lessor within (90) days of the completion of each such well. Lessee's furnishing of title opinions, title information and other information related thereto is an accommodation to Lessor and Lessor herein agrees that any reliance by Lessor on the information contained will be at Lessor's sole risk.

15. At all times during the lease term (or any extensions), Lessee shall remain in Environmental Compliance and shall diligently endeavor to prevent the existence of any Environment Condition, caused in whole or in part as a result of Lessee's operations and enjoyment of the Lease, in, on, or under the Leased Premises which are deemed hazardous by any state, federal, or governmental environment agency. Furthermore, Lessee hereby agrees to indemnify, defend (with counsel acceptable to Lessor) and hold Lessor, its officers, employees, members, contractors, agents, customers, licensees, invitees, and/or visitors, and any other persons for or to whom Lessee may be liable, harmless from and against any and all claims, obligations, liabilities, costs, expenses, (including attorney's fees), losses, suits, fines, penalties or demands of whatever nature or kind, contingent or otherwise, known or unknown, made or sought by or on behalf of any person, firm, corporation or government authority whomsoever, based upon or arising out of the existence of any Environmental Condition on the Leased Premises which exists in whole or in part as a result of Lessor's operations or other enjoyment of the Lease. Lessee shall be solely responsible for, and the foregoing indemnification shall also specifically cover, without limitation, costs incurred in connection with any investigation of site conditions, or any cleanup, remedial, removal, or restorations work required by any federal, state, or local governmental agency or political subdivision. Furthermore, Lessee agrees to remediate within a reasonable time to prelease conditions any Environmental Condition on the Leased Premises which exists in whole or in part as a result of Lessee's operations or other enjoyment of the Lease. The foregoing environmental obligations shall survive the expiration or termination of the Lease and/or any transfer of any or any portion of the Leased Premises or of any interest in the Lease as to Lessee's "Environmental Compliance" shall mean compliance with all federal, state, and local environmental laws, regulations, and ordinances and all conditions of all permits issued to Lessee for its operations. "Environmental Condition" shall mean the presence on the Leased Premises of any "hazardous substance," "hazardous material," "toxic substance," or "hazardous waste" as those terms are defined in any federal, state or local law, regulations or ordinance, and any contaminant oil, produced

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water, petroleum product, or byproduct, radioactive material, or byproduct, mining or drilling waste, or other material removal which is required or the existence or management of which is prohibited, penalized or regulated by any federal, state or local government authority. Additionally, and without limitation of the foregoing, "Environmental Condition" shall also mean and include any spilled saltwater, and other spilled toxic, hazardous or corrosive liquid, gas, solid, chemical or material, and any spilled petroleum constituent or byproduct.

SIGNED FOR IDENTIFICATION:


HENRY F. JACOBS